

**TERMS AND CONDITIONS OF PURCHASE FOR VENDORS OF PRODUCTION GOODS  
AND SERVICES TO UBE AUTOMOTIVE NORTH AMERICA SARNIA PLANT, INC.**

**1. OFFER, ACCEPTANCE, AND MODIFICATION** - This purchase order is an offer to Seller by Buyer to enter into the purchase/supply agreement it describes, and it shall be the complete and exclusive statement of such purchase/supply agreement. Modifications proposed by Seller are not part of the agreement without\written acceptance. These terms and conditions and associated documents are issued on behalf of the UBE entity identified on the face of a Purchase Order or Release as the "Buyer" and will apply to all orders issued to the Seller for parts and materials for production goods and services ("Goods"). The reference to "Purchase Order" herein shall include an individual Purchase Order, a blanket Purchase Order, Release, or other similar document or written authorization approved by Buyer and issued to Seller. Buyer may revoke this offer at any time prior to written acceptance by Seller. Seller's commencement of work under this purchase order will constitute acceptance of the offer.

**2. TIME PERIOD OF ORDER.** Subject to Buyer's termination rights, the agreement formed by the Purchase Order is binding on the parties for one year from the date the Purchase Order is transmitted to Seller or, if an expiration date is stated in the Purchase Order or a signed agreement, until that date. Subject to Buyer's termination rights, the Purchase Order will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Purchase Order not be renewed.

**3. QUANTITY, RELEASES.** Seller will provide Buyer's requirements for the Goods as shown on the Purchase Order. On a Purchase Order for production goods, the quantity is typically specified as a percentage of the Buyer's requirements for the Goods. The Buyer will purchase this same quantity. If a requirements percentage is not shown on the Purchase Order, it will be deemed to be for one hundred percent (100%) of Buyer's requirements. If delivery dates are not specified in this Purchase Order, Seller shall procure materials and fabricate, assemble, and ship supplies only as authorized in shipment releases issued to Seller by Buyer. Buyer may return overshipments to Seller at Seller's expense. Buyer from time to time and with reasonable notice may change or temporarily suspend shipping schedules specified in the purchase order or shipment release.

**4. PACKING, MARKING, AND SHIPPING.** (a) Time and quantity are of the essence under any Purchase Order. Seller shall suitably pack, mark and ship all goods in accordance with all applicable laws, and the requirements of carriers and any additional requirements specified by Buyer in the

Purchase Order or specifications for the goods. Seller shall secure lowest transportation costs, and additional charges shall be made to Buyer therefore unless otherwise stated herein. No charges shall be made for packing, boxing, drayage or storage, unless authorized by Buyer in writing. Seller shall properly mark each package with Buyer's order number, address and where multiple packages comprise a single shipment, shall consecutive number each package. Buyer may require shipment of any of the supplies by a more expeditious method of transportation if Seller fails to meet the shipping requirements of this purchase order. Seller shall bear the cost difference of such transportation unless such failure is due to an excusable delay of Section 17. (b) Seller shall obtain a straight bill of lading from the carrier of these supplies and shall include on each packing slip and bill of lading the number of the Purchase Order and the location of the destination facility. Seller shall include a numbered master packing slip with each shipment. The Purchase Order number and package numbers shall be shown on packing slips, bills of lading and invoices. If less than a carload or truckload is being shipped, the slip shall be included in one of the packages which shall be marked "Packing Slip Inside." In carload and truckload shipments the master packing slip shall be enclosed in an unsealed envelope that is affixed near the door on the inside of the freight vehicle. Seller shall retain the original bill of lading for three years from the date of shipment.

**5. DELIVERY; RISK OF LOSS.** Unless specified on the face of the Purchase Order, the prices charged to Buyer (i) are F.O.B. Buyer's premises, and (ii) include all applicable federal, provincial and local taxes, charges or duties. No additional charges of any kind will be allowed unless specifically agreed to Buyer in writing. Risk of loss shall remain with Seller until the goods are delivered to Buyer's premises. Payment terms will be as specified in the relevant Purchase Order. Unless a Purchase Order specifically states otherwise, all payments for Goods shall be made in the local currency of the Seller's manufacturing location for the Goods or in the case of services, in the local currency of Buyer's location that receives the services.

**6. INVOICING AND PRICING; PAYMENT; SET-OFF.** (a) The price of Goods includes storage, handling, packaging and all other expenses and charges of Seller. Incoterms 2000 will apply to all shipments except those entirely within the USA. Except as otherwise stated in the Order, Goods will be shipped FCA (loaded) at Seller's final production location, using Buyer's transportation. All invoices for the Goods must reference the Purchase Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. Buyer will pay proper invoices complying with all of the terms of the Order. The total price also includes all duties and taxes except for any governmentally imposed value added tax (VAT), which must be shown separately on Seller's invoice for each shipment. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Seller's income or assets. Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited

shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer, including costs charged by Buyer's customer(s) to Buyer, as a result of Seller's failure to comply with shipping or delivery requirements. (b) Except as otherwise provided in these terms, Buyer will pay proper invoices on the payment terms stated in the Purchase Order. Invoices for tooling and/or capital equipment must be issued only as approved, as provided in the Purchase Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Goods provided under the Purchase Order. Payment will be made by mailing on or before the due date unless otherwise expressly agreed by Buyer. (c) In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

**7. WARRANTY.** (a) Seller warrants that the goods ordered shall be free from all liens and encumbrances, shall comply with Buyer's specifications, shall be free from defects in design (to the extent that Seller furnished the design), materials and workmanship, and shall be merchantable and fit for the purposes for which such goods are intended. Seller acknowledges that the Seller knows of the Buyer's intended use and expressly warrants that the goods covered by the Purchase Order will be suitable for their intended use by the Buyer, including the specified performance in the component, system, subsystem and vehicle location specified by the Buyer and the environment in which the Goods are or reasonably may be expected to perform. (b) Seller represents and warrants that the prices for the Goods will be no less favorable than those which Seller presently, or in the future, offers to any other customer for the same or similar goods or services for similar quantities. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of a Purchase Order, then to the extent permitted by law, Seller will immediately offer Buyer the same price for the Goods on the same terms and conditions as was offered to the other customer. (c) Seller further warrants that the Goods sold pursuant to the Purchase Order are free from asbestos, an asbestos containing materials and any other substance considered to be "pollutant" under the Environmental Protection Act (Ontario). Should any of the goods/products be found to contain asbestos or any other pollutant Seller will bear all costs associated with the removal and disposal of said goods/products (this warranty survives the acceptance of the goods/products by the Buyer).

**8. DEFENSE AND INDEMNITY.** (a) To the full extent permitted by applicable law, Seller will indemnify Buyer, its directors, officers and employees and authorized dealers for all expenses (including attorney fees, settlements, and judgments) incurred by Buyer in connection with all claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for

personal injury or death, property damage, or economic losses) that are related in any way to Seller's representations, performance or obligations under a Purchase Order, including claims based on Seller's breach of warranty and claims for any related violations of any applicable law, ordinance or regulation or government authorization or order. Seller's obligation to indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except to the extent of the negligence of Buyer. (b) If Seller provides services to Buyer on Buyer's premises, Seller will examine the premises to determine whether they are safe for such services and will advise Buyer promptly of any situation it deems to be unsafe. Seller's employees, contractors and agents will not possess, use, sell or transfer illegal drugs, medically unauthorized drugs or controlled substances, or unauthorized alcohol, and will not be under the influence of alcohol or drugs on Buyer's premises. Seller shall be exclusively responsible for, shall bear, and shall relieve Buyer from liability for all loss, expense, damage or claims resulting from bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to or destruction of property, including that of Buyer, arising out of, or in connection with the performance of work on Buyer's premises except that Seller shall be not be responsible for or relieve Buyer from liability for claims arising from the willful misconduct or the sole negligence of Buyer. For services performed on Buyer's premises in Canada, Seller must furnish, prior to payment, evidence of compliance with the Workplace Safety and Insurance Act or other applicable workers' compensation legislation if services are performed in any of Buyer's affiliated companies located in the United States. Prior to the performance of such services, Seller shall provide Buyer with certificates showing the following types of insurance, in such amounts and by insurance carriers acceptable to Buyer: public liability, property damage, automobile, pressure vessel and such other special coverage the Buyer may require, including compliance with the applicable workers compensation legislation.

**9. -INSPECTION; REJECTIONS; REMEDIES.** Goods purchased hereunder are subject to inspection and approval at Buyer's destination notwithstanding any prior payment. Buyer reserves the right to reject, refuse acceptance of, and withhold payment for goods, which are not in compliance with Buyer's instructions and specifications, or with Seller's express or implied warranties. Goods not accepted will be held or returned to Seller at Seller's risk and expense. All remedies specified herein shall be cumulative and in addition to all other or future remedies provided at law or in equity.

**10. BAILED PROPERTY.** The right, title and interest to all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, specifications, spare parts, trial parts, ancillary products, items owned by Buyer and other items furnished by Buyer ("Tools") to Seller for use in manufacturing the Goods, or for which Seller is reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's property. Seller will (i) properly house and maintain the Tools on Seller's premises; (ii) not use the Tools for any purpose

other than for performance under the Purchase Order; (iii) prominently mark the Tools as property of Buyer; (iv) refrain from commingling the Tools with the property of Seller or with that of a third party; (v) adequately insure the Tools against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured; (vi) take reasonable steps to ensure that the Tools do not become subject to any liens or other claims; and (vii) not move the Tools to another location whether owned by Seller or a third party, without the prior written consent of Buyer, except in the case of an emergency, Seller may move the Tools provided that it gives Buyer notice that the Tools have been moved and the location of the Tools as soon as practicable. Buyer will have the right to enter Seller's premises at reasonable times to inspect the Tools and Seller's records pertaining thereto. Seller expressly waives and releases any and all statutory, equitable or other liens, including but not limited to any molder liens, special tool liens, builder liens and the like, that Seller has or might have on or in connection with the Tools for any and all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Tools. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all attorney's fees and any other cost of litigation that are in any way related to releasing, terminating or otherwise removing any such liens placed on the Tools. Seller will assign to Buyer any claims Seller has against third parties with respect to Buyer's property. Upon written request, Seller, at its expense, shall immediately deliver the Tools at Buyer's option F.O.B. Carrier Seller's facility (Ex Works Loaded) or F.O.B. Buyer's premises (CIF Buyer Plant/Delivered Buyer Plant), properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of the Tools from Seller's premises. Seller shall assume all risk of death or injury to persons or damage to property arising from use of the Tools. Unless otherwise agreed to in writing by Buyer, Seller at its own expense shall keep the Tools in good condition and repair, including repair necessitated by wear and tear and other usage by Seller. In the event that it becomes necessary, as determined by either Buyer or Seller, to replace the Tools due to normal use by the Seller, or otherwise, said replacement tools shall be at the sole expense of the Seller and said replacement tools shall remain the property of the Buyer. Buyer does not guarantee the accuracy of any Tools or the availability or suitability of any supplies or material furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all Tools or other materials supplied by Buyer prior to any use by Seller. Seller shall assume all risk of death or injury to persons or damage to property arising from use of the Tools or other materials supplied by Buyer and hereby agrees to indemnify Buyer against the same.

**11. SELLER STANDARDS, QUALITY AND DEVELOPMENT.** Seller will conform to the quality control and other standards and inspection systems as established or directed by Buyer and Buyer's customer, including without limitation quality control policies, ISO 9001:2000 or ISO/TS 16949:2002 quality certification, OHSAS 18001 health and safety certification, ISO 14001 and environmental certification including registration.

**12. CHANGES.** Buyer at any time in writing may make changes in the quantities ordered or in the design (including drawings, materials and specification), processing, method of packing and shipping and place of delivery. If any such change affects cost or timing, Buyer shall adjust purchase price and delivery schedules equitably provided that any claim for cost or timing adjustment by geller is made within 10 days from the date of receipt by Seller or such claim shall be deemed waived. Price increases or extension by Seller of delivery time shall not be binding on Buyer unless agreed to in writing by Buyer. (c) Seller shall not make any change in design, processing, packing, shipping, or place of delivery without Buyer's written approval.

**13. COMPLIANCE WITH LAWS.** Seller shall comply with all applicable federal, provincial and local laws, regulations and orders. Without limiting the foregoing, Seller warrant that the goods shall be produced in compliance with and shall meet all applicable requirements and standards of the provincial, state, and federal environmental laws that may apply to the design, production, sale, or distribution of the Goods.

**14. CONFIDENTIALITY.** Seller agrees not to utilize or disclose to others any confidential information, drawings or data, whether or not designated as such, supplied, furnished or disclosed to Seller by Buyer except as reasonably required for the purpose of fulfilling its obligations under the Purchase Order. Seller shall immediately return any such confidential materials to Buyer at Buyer's request. The Seller agrees not to assert any claim with respect to any technical information which the Seller shall have disclosed or may hereafter disclose to the Buyer in connection with the Goods covered by this agreement.

**15. ASSIGNMENT.** Seller shall not assign or subcontract any of it rights, duties or obligations under a Purchase Order without Buyer's prior written consent. Such consent shall not relieve Seller from its obligations, from any liability for breach or from any duty to perform. Seller shall not refer to Buyer in advertising or public releases without Buyer's written approval.

**16. WAIVER.** Waiver by Buyer of a breach by Seller of any provision of this order must be in writing and will apply only to the specific instance addressed in the waiver and shall not be deemed a waiver of any other provision of or future compliance with all provisions of this order, and all such provisions shall remain in full force and effect.

**17. FORCE MAJEURE.** Neither Buyer nor Seller shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, including labor disputes of any kind. The change in cost or availability of materials or components based on market conditions regardless of whether or not such could have been anticipated by Seller will not constitute force majeure. In the event of a delay in performance, Buyer at its option may.. Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller and for a reasonable period thereafter, Buyer may at its option: (a) purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; or (b) acquire possession of all finished goods, work in process, and parts and materials produced or acquired for the work hereof, and Seller shall deliver such articles to Buyer, at Buyer's option F.O.B. Carrier, Seller's facility or F.O.B. Buyer's facility, freight collect or (c) have Seller provide the Goods from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts. If the cause of the force majeure is not removed within 60 days, Buyer, in addition to its other remedies, may terminate the Purchase Order. .

**18. PROPRIETARY RIGHTS.** (a) Seller at its expense will defend and indemnify Buyer from and against any claim that may be brought against Buyer or against those selling or using any product of Buyer for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right, based on the sale or use of the Parts supplied hereunder (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with Seller's recommendations. Seller's obligations shall apply even though Buyer furnishes any portion of the design and specifies all or any portion of the processing. Seller will pay all expenses and damages (including attorneys fees and costs of suit) that Buyer and those using or selling Buyer's products may sustain by reason of each such claim. (B) Seller grants to Buyer and its associated companies a nonexclusive, royalty free, irrevocable license to rebuild and have rebuilt the supplies purchased by Buyer under this purchase order. (C) Seller will neither assert nor transfer to another a right to assert against Buyer and/or its associated companies, or dealers or customers thereof, any copyright of Seller that is applicable to any works of authorship furnished to Buyer or any of Buyer's associated companies in the course of Seller's activity hereunder. (D) In the event that Buyer terminates this Purchase Order due to Seller's fault, including without limitation, Seller's lack of competitiveness, Seller grants to Buyer and any third parties contracted by Buyer to supply the Parts or services contracted hereunder, a non-exclusive, irrevocable, royalty free license to any of Seller's technology necessary to supply the Parts in order that such third party may complete this Purchase Order (E) Unless otherwise indicated by Seller, all technical information disclosed heretofore and hereafter by Seller to Buyer in connection with these supplies or services is disclosed on a non-confidential basis.

**19. CUSTOMER REQUIREMENTS.** As directed by Buyer in writing, Seller agrees to comply with the applicable terms of any agreements between Buyer and its customer(s) to which Buyer provides the Goods (as incorporated into products supplied to such customer(s)). Buyer may in its discretion supply Seller with information regarding purchase orders from its customer(s). Seller will be responsible for ascertaining how such customer purchase order information affects Seller's obligations under the Order, and Seller will meet all such disclosed customer terms to the extent within Seller's control. In the event that Buyer's customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding and in connection with actual or threatened termination by the customer of its contract(s) with Buyer (by rejection or otherwise), Buyer permits a reduction in the price(s) paid to Buyer for products incorporating the Goods, the price paid to Seller for the Goods from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Buyer by its customer, and the Order will otherwise remain in effect without modification. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term between the Buyer and Seller. If Buyer's customer directed, recommended, requested, suggested or otherwise identified Seller as the source from whom Buyer is to obtain the Goods: (a) Buyer will pay Seller for the Goods only following and to the extent of Buyer's actual receipt of payment from that customer for those goods in which the specific Goods are incorporated, and any lengthening of that customer's payment terms to Buyer will automatically lengthen the payment terms as between Buyer and Seller by an identical amount of time; (b) within three business days of any change in price, specifications or other terms negotiated or proposed between Seller and the customer, Seller will notify buyer in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Buyer without Buyer's specific written consent; (c) during the term of the Order and for an additional three years, Buyer may conduct one or more audits of the Order and any such changes, and Seller will retain all pertinent records and cooperate fully with the audit; and (d) if such audit shows Seller's noncompliance, Seller will reimburse Buyer for any price discrepancy or other loss caused by its noncompliance, together with interest at an annual rate of 12% plus the cost of the audit.

**20. TERMINATION AT OPTION OF BUYER.** (a) Buyer may terminate its purchase obligations in whole or in part, at any time, by a written notice of termination to Seller. Buyer shall have such right of termination notwithstanding the existence of an excusable delay of Section 17. (b) Upon such termination Buyer's obligation to Seller shall be: (i) the purchase order price for finished work and completed services that conform to the requirements of this order; (ii) Seller's actual costs of work-in-process and parts and materials that Seller produced or acquired hereunder and transfers to Buyer; (iii) Seller's actual costs of immediately terminating subcontracts and settling claims of subcontractors; and (iv) Seller's actual costs of protecting Buyer's property that is in Seller's possession. Buyer's obligations upon termination shall not exceed those Buyer would have had to Seller in the absence of termination. (c) Seller shall furnish to Buyer, within one month after the date of termination, Seller's termination claim, which shall consist exclusively of the items of Buyer's

obligation to Seller under the preceding subsection. Buyer may audit Seller's records, before or subsequent to payment, to verify Seller's termination claim. (d) Buyer shall have no obligation to Seller if Buyer terminates its purchase obligations because of default by Seller.

**21. GOVERNING LAW.** If Seller's principal place of business is in Canada, this transaction shall be governed by, and this agreement shall be construed and enforced in accordance with, the laws of the Province of Ontario. If Seller's principal place of business is in the United States, this transaction shall be governed by, and this agreement shall be construed and enforced in accordance with, the law of the State of Michigan.

**22. SERVICE AND REPLACEMENT.** At Buyer's request, (a) Seller will sell to Buyer sufficient Parts to fulfill Buyer's current model service and replacement requirements at the prices specified herein, and (b) during the fifteen year period following the termination or expiration of this Purchase Order, Seller will sell Buyer Parts to fulfill Buyer's past model service and replacement requirements at the prices specified in the Purchase Order. All of the terms and conditions set forth herein and in the Purchase Order shall survive termination or expiration of the Purchase Order for purposes of, and shall be applicable to, the supply of service and replacement parts.

**23. SELLER-OWNED TOOLING AND EQUIPMENT.** Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all equipment, tools, jigs, dies, gauges, fixtures, molds and patterns (Tools) necessary for the production of the Parts. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the Parts upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller for the cost of such tools; provided, Seller must re-qualify Tooling/Component after any change or modification or relocation.

**24. MAINTENANCE.** The Seller is responsible for maintaining and/or replacing broken or worn-out tooling, regardless of whether the tooling is owned by the Buyer or the Seller, for the life of the program.

**25. IMPORT/EXPORT SHIPMENTS.** As reasonably requested by Buyer, Seller agrees to provide information necessary for Buyer to comply with all laws, regulations and related legal reporting obligations in the country(ies) of destination. Seller agrees to provide documentation and/or electronic transaction records to allow Buyer to meet customs-related obligations, any local content/origin requirements, and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable. Seller agrees to assume, and to indemnify Buyer against any and all financial responsibility arising from Seller's failure to comply with the above obligations, including, any fines, penalties, forfeitures or counsel fees incurred or imposed as a result of actions taken by the importing country's government. Seller agrees to submit a Certificate of Origin upon request.

**26. CUSTOM DUTIES.** Unless otherwise specifically agreed in writing, the Purchase Order price includes all duties and other import costs.

**27. SURVIVAL.** The following provisions shall survive termination or expiration of the Purchase Order: Invoicing and Pricing, Payment; Set-off, Warranty, Defense and Indemnity, Inspections; Rejections; Remedies, Bailed Property, Confidentiality, Waiver, Proprietary Rights, Governing Law, Service and Replacement, Import/Export Shipments.

**28. SALES AND USE TAXES.** Unless specified, Seller shall not charge to Buyer state or local sales or use taxes on production supplies and services of the Purchase Order. Buyer will use such supplies and services for resale or in industrial processing or manufacturing and shall attach them to taxable supplies for sale. Seller shall not charge to Buyer sales or use taxes on purchases of prototype or experimental supplies or services that are delivered to Buyer in states in which Buyer has a direct pay permit. A list of those states and Buyer's permit numbers is available from Buyer. (**ALT: Sales Tax Exemption.** The Goods purchased under the Order are identified as industrial processing and may be exempt from sales taxes. In such case, the tax identification number an/or other exemption information are stated in the Order or will be otherwise provided by Buyer.)

**29. SUPPLIER CERTIFICATES OF ANALYSIS.** For suppliers of powder coat and liquid paint, certificates of Analysis must be delivered with all supplied products. It is acceptable to deliver certificates through e mail, postage or with delivery. It is reasonable to deliver certificates within one week of product delivery. In the case where certificates are not delivered, shipments may be rejected.